



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 26] नई दिल्ली, शनिवार, जून 30, 1990 (आषाढ़ 9, 1912)
No. 26] NEW DELHI, SATURDAY, JUNE 30, 1990 (ASADHA 9, 1912)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV

[PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं [Advertisements and Notices issued by Private Individuals and Private Bodies]

नाम परिवर्तन

मैं, अब तक गोपाल दत्त शर्मा के नाम से ज्ञात संपूर्ण श्री राम स्नेही शर्मा, कार्यालय उप-मंडल अधिकारी तार सागर में स्टोर एस. आर्. ओ. टेलीग्राफ पद पर कार्यरत, निवासी के द्वारा उप-मंडल अधिकारी तार, दूरभाष केंद्र सागर, ने अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम गोपाल दत्त पाण्डेय होगा।

प्रमाणित किया जाता है कि मैंने इस मामले में अन्य कानूनी शर्तों को पूरा कर लिया है।

गोपाल दत्त शर्मा
हस्ताक्षर (वर्तमान पुराने नाम के अनुसार)

मैं, अब तक बबलू कुमार श्रीवास्तव के नाम से ज्ञात संपूर्ण श्री फकीर चन्द श्रीवास्तव, कार्यालय भारतीय जीवन बीमा निगम, नगर शाखा, कार्यालय संख्या-3, गुमटी नम्बर-5, कानपुर में सहायक के पद पर कार्यरत, निवासी मकान नम्बर 64/166, गडरिया मोहल कानपुर ने अपना नाम बदल लिया है, और इसकी पश्चात् मेरा नाम देवेन्द्र श्रीवास्तव होगा।

प्रमाणित किया जाता है कि मैंने इस मामले में अन्य कानूनी शर्तों को पूरा कर लिया है।

बबलू कुमार श्रीवास्तव
हस्ताक्षर (वर्तमान पुराने नाम के अनुसार)

एग्जिक्त रूप में परिसमापन का प्रस्तावित नोटिस

उन साधारण को सूचित किया जाता है कि प्राता फार्म प्रोडक्ट्स प्रा. लि. के सदस्यों व कम्पनी की सालाना जनरल मीटिंग में, जो 31 मई 1990 को कम्पनी के पंजीकृत कार्यालय में हुई थी, एग्जिक्त रूप से कम्पनी के परिसमापन के लिए निम्नलिखित प्रस्ताव पाम किए हैं।

संकल्प किया जाता है कि कम्पनी अनुभाग 484 (1) (ब) कम्पनी अधिनियम 1956 के अधीन तत्काल एग्जिक्त समाप्ति की जाएगी।

आगे संकल्प किया जाता है कि भेमेर्ज मित्तल और महेरोत्रा (चार्टर्ड एकाउंटेंट), निवास आर. जे. ए-23, राजेन्द्र जैता अपार्टमेंट्स, 60/26 प्रभात मार्ग, न्यू रोहतक रोड, नई दिल्ली को एक समय के लिए परिसमापक अधिकारी, नियुक्त करनी है। उनकी सेवाओं के लिए कुल राशि रुपये 2000/- से ज्यादा नहीं होगी।

ज्ञाता सं,
ह. अपठनीय
(निदेशक)
प्राता फार्म प्रोडक्ट्स प्रा. लि.

LOST

The Government Promissory Notes Nos. BY 335465, 335466 and BY 335467 of 3 per cent Conversion Loan 1946 for Rs. 500/- each originally standing in the name of the United Western Bank Ltd. and last endorsed to Bank of Maharashtra the proprietors, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for payment of the discharge value in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the advertiser : Bank of Maharashtra

Address : 45/47 Bombay Samachar Marg, Fort Branch, Bombay-400 023.

LIST OF LOST EXIM BANK BONDS

Under Regulation 13(3) of The Export-Import Bank of India Issue and Management of Bonds Regulations, 1983).

Name of the Issue : 9.75% Exim Bonds 1999

Number and Value of the Bonds

00003 Rs 5,00,000

00004 Rs 5,00,000

00005 Rs 5,00,000

00006 Rs 5,00,000

00007 Rs 5,00,000

Total Rs 25,00,000

Name of the person to whom it was issued : Oriental Bank of Commerce

Date from which it bears interest : February 11, 1986

Name of the applicant for a duplicate : Oriental Bank of Commerce

Number and date of the order passed by the Authorised Officer for payment of interest or issue of a duplicate : November 21, 1988

Date of publication of the list in which the Bond was first included : August 12, 1989.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA. PERSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Controller of Publications

CHANGE OF NAMES

I, hitherto known as RAJ KUMAR DHOBI S/o KISHORI JAL DAS, employed as Labourer in the C&W Workshop, E-Railway Liliuah, residing at the 10, Gardiner Road, (Out house) P.O. Liliuah, Dist. Howrah-711204, have changed my name and shall hereafter be known as RAJ KUMAR DAS.

It is certified that I have complied with other legal requirements in this connection.

RAJ KUMAR DHOBI
Signature (in existing old name)

I, hitherto known as M. GOVINDA SAMAGARA S/o Sri SUBBA SAMAGARA, employed as Clerk in the Syndicate Bank, Kollur, Kundapur Taluk, D. K. Dist., Residing at Kollur Village, Kundapur Taluk, Dakshina Kannada Dist. Karnataka State, have changed my name and shall hereafter be known as M. GOVINDA.

It is certified that I have complied with other legal requirements in this connection.

GOVINDA SAMAGARA
Signature (in existing old name)

I, hitherto known as SANTAPPA S/o MARAGAWWA HARJIAN, Studying in Hind Year P.U.C. in the S.V.E.S. College, Harugeri, residing at Petlur Village, Mudhol Taluka, Dist. Bijapur, Karnataka, have changed my name and shall hereafter be known as SANTOSH MARAGAWWA HOSAMANI.

It is certified that I have complied with other legal requirements in this connection.

SANTAPPA
Signature (in existing old name)

I, hitherto known as MD. RABIAUL HOSSAIN S/o Late FAZAR ALI DAFADAR, employed as Fitter Genl. in the Metal and Steel Factory, Ishapore, Govt. of India, Ministry of Defence, residing at the Pallapara, P.O. Shyamnagar, Dist. 24-Pgs. (N), W.B., have changed my name and shall hereafter be known as MD. RABIAUL HOSSAIN DAFADAR.

It is certified that I have complied with other legal requirements in this connection.

MD. RABIAUL HOSSAIN
Signature (in existing old name)

I, hitherto known as PARMAR JOHN S/o ATMARAM, employed as AG.III(D) in the Food Corporation of India, residing at H/2, Parul Tenaments, Vatva, Industrial Estate, Jasodanagar Road, Ahmedabad, have changed my name and shall hereafter be known as CHRISTIAN JOHNBHAI ANTONY.

It is certified that I have complied with other legal requirements in this connection.

PARMAR JOHN
Signature (in existing old name)

I, hitherto known as S. R. MAHESHA S/o RAJA-SHEKARAI AH, employed as Manager in the Bank of India, Virgonagar Branch, Bangalore-560 049, residing at Manager's Quarters, Bank of India, Virgonagar, Avalahalli, Bangalore-560 049, have changed my name and shall hereafter be known as S. R. MAHESH.

It is certified that I have complied with other legal requirements in this connection.

S. R. MAHESHA
Signature (in existing old name)

I, hitherto known as BALRAJ KRISHAN BHOLA S/o Sri GYANCHAND, employed as Commandant in the VIII Battalion P.A.C. Bareilly (U.P.), residing at the VIII Battalion P.A.C., Bareilly (U.P.), have changed my name and shall hereafter be known as BALRAJ KRISHAN BHALLA.

It is certified that I have complied with other legal requirements in this connection.

B. K. BHOLA
Signature (in existing old name)

I, hitherto known as TEJPAL SINGH S/o Shri CHATAR SINGH, employed as Lab. Assistant in the Mil. Farm School & Res. Centre, Meerut Cantt., residing at the H.N. 348 Phool Bagh Colony, Suraj Kund Meerut, have changed my name and shall hereafter be known as SUDHIR KUMAR.

It is certified that I have complied with other legal requirements in this connection.

T. P. SINGH
Signature (in existing old name)

I, hitherto known as PRABHAKAR LAXMAN AMINBHAVE S/o LAXMAN KRISHNAJI AMINBHAVE, employed as U.D.C. in the name of office A1-Section Ammunition Factory Kirkee, Pune-411003, residing at 15/A, Pune-Bombay Road, Pune-411003, have changed my name and shall hereafter be known as PRABHAKAR LAXMAN DHARWADKAR.

It is certified that I have complied with other legal requirements in this connection.

P. L. AMINBHAVE
Signature (in existing old name)

I, hitherto known as PIYARAY LAL RAZDAN S/o Late SHAMBOO NATH RAZDAN, employed as Office Assistant in the office of T.D.E. Anantnag at Srinagar (Kmr.) residing at Mughmarg, P.O. Zainapora-192124, have changed my name and shall hereafter be known as PIYARAY LAL RAJNA.

It is certified that I have complied with other legal requirements in this connection.

P. L. RAZDAN
Signature (in existing old name)

I, hitherto known as NAGAI AH S/o DODDAIAH, employed as Postal Assistant in the Sub-Post Office, Sravanabelagola, Hassan District and residing at Sarvanabelagola, have changed my name and shall hereafter be known as M. DAYAL.

It is certified that I have complied with other legal requirements in this connection.

NAGAI AH
Signature (in existing old name)

I, hitherto known as DEOBRAT PRASAD S/o Shri BABULAL PRASAD, employed as SK. Fitter, Ph. 27 in the Carriage & Wagon Workshop, Liluah, residing at the 54, Jenyans Road, Outhouse, Liluah, Dist. Howrah-711204, have changed my name and shall hereafter be known as HARI PRASAD.

It is certified that I have complied with other legal requirements in this connection.

DEOBRAT PRASAD
Signature (in existing old name)

I, hitherto known as RAMPALAT RAM S/o Shri LAUJARI RAM, employed as Postal Assistant in the P&T Department at Taj Mahal, P.O. Bombay-400039, residing at Batul House, Room No. 26 D. N. Singh Road, No. 3, Love Lane, Mazagaon, Bombay-400 010, have changed my name and shall hereafter be known as RAMPALAT LAUJARI PRAJAPATI.

It is certified that I have complied with other legal requirements in this connection.

R. P. RAM
Signature (in existing old name)

I, hitherto known as GOPALA LAXMAN MATIKHAYE S/o LAXMAN MATIKHAYE, employed as Labour 'B' in the name of Self Machine Shop, office Ordnance Factory, Ambajhari, Nagpur, Th. Nagpur, Dist. Nagpur, residing at Juni Mangalwari, Gujar Chowk in ward No. 26, Nagpur, have changed my name and shall hereafter be known as GOPALA LAXMAN NANDANWAR.

It is certified that I have complied with other legal requirements in this connection.

GOPALA MATIKHAYE
Signature (in existing old name)

I, hitherto known as GAJANAN LAXMAN MATIKHAYE S/o LAXMAN MATIKHAYE, employed as Labour 'B' in the name of MM/Section, office Ordnance Factory, Ambajhari, Nagpur, Th. Nagpur (M.S.) Dist. Nagpur, residing at Juni Mangalwari, Gujar Chowk in ward No. 26, Nagpur-8, have changed my name and shall hereafter be known as GAJANAN LAXMAN NANDANWAR.

It is certified that I have complied with other legal requirements in this connection.

G. L. MATIKHAYE
Signature (in existing old name)

I, hitherto known as A. KAMBAN S/o ABIMANNAN, employed as Technician in the Telecom Department Trichy, residing at Mulhamil Puram, Mutharasanallur Trichy District, have changed my name and shall hereafter be known as KAMBATHASAN.

It is certified that I have complied with other legal requirements in this connection.

A. KAMBAN
Signature (in existing old name)

I, hitherto known as BIBHUTI BHUSHAN MIRBAHAR BANERJEE son of Sri HEMCHANDRA BANERJEE employed as Store Keeper in the I.L.T., Kharagpur, residing at the P.O. Talbagicha, District Midnapur, West Bengal, have changed my name and shall hereafter be known as BIBHUTI BHUSHAN BANERJEE.

It is certified that I have complied with other legal requirements in this connection.

BIBHUTI BHUSHAN MIRBAHAR BANERJEE
Signature (in existing old name)

I, hitherto known as BARIAL MAJHI son of Late SAGRAM MAJHI employed as Inspector-A in the QAO Department of HAL, Koraput Division, Sunabeda-2, residing at the Qtr. No. LA/566 HAL-Township, Sunabeda-2, District Koraput-763 002, have changed my name and shall hereafter be known as BARIAL SOREN.

It is certified that I have complied with other legal requirements in this connection.

BARIAL MAJHI
Signature (in existing old name)

I, hitherto known as SHANKARI POCHAI AH son of RAMAIAH employed as Peon. (P.W. Section) in the Ministry of Defence, Ordnance Factory Project Yeddumailaram, Medak District-502 205 (A.P.), residing at Qr. No. 22401, Ordnance Factory Estate, Yeddumailaram-502 205, Medak District (A.P.), have changed my name and shall hereafter be known as SHANKARI VARAPRASAD.

It is certified that I have complied with other legal requirements in this connection.

SHANKARI POCHAI AH
Signature (in existing old name)

I, hitherto known as R. DAVID BABU son of M. RAJA-GOPAL employed as Sub-Postmaster in the Minnur, S.O.-635 807, residing at the 150 C Govinda Rajan Street, Arasurpet, Vaniyambadi-635-751, have changed my name and shall hereafter be known as R. BHARATHIPITHAN.

It is certified that I have complied with other legal requirements in this connection.

R. DAVID BABU
Signature (in existing old name)

I, hitherto known as BHIKHABHAI MANGALBHAI VALAND son of Shri MANGAI BHAI GIRDHARBHAI VALAND employed as section supervisor (OP) in the Central Telegraph Office Ahmedabad-380-001, residing at C-4/29 Doorsanchar Colony, Sattelite Road Jodhpur Char Rasta, Ahmedabad-380 015, have changed my name and shall hereafter be known as BHUPENDRAKUMAR MANGALBHAI PAREKH.

It is certified that I have complied with other legal requirements in this connection.

BHIKHABHAI MANGALBHAI VALAND
Signature (in existing old name)

I, hitherto known as DWIJEN son of Late BASANTA employed as Khalasi-Helper in the Eastern Railway, T.R.D./RHA, West Bengal, residing at the Saratpalli, P.O. & P.S. Ranaghat, District Nadia, West Bengal, have changed my name and shall hereafter be known as DWIJENDRALAL BALA.

It is certified that I have complied with other legal requirements in this connection.

DWIJEN
Signature (in existing old name)

I, hitherto known as RAJJAN LAL son of Shri GOPAL employed as Studying in the M.Sc. Dairy Technology Final Year A.A.I. Allahabad, residing at the Govindpur Bilari, Post Makrandpur District Fatehpur, (U.P.), have changed my name and shall hereafter be known as RAJJAN SINGH YADAV.

It is certified that I have complied with other legal requirements in this connection.

RAJJAN LAL
Signature (in existing old name)

I, hitherto known as Miss ROHINI GOVIND JAGADE daughter of Shri GOVIND KONDIBA JAGADE employed as LDC in the Explosives Research & Development Laboratory, Pashan Pune-411 021, residing at the 88/730, Taxminagar, Pune-411 009, have changed my name and shall hereafter be known as Mrs. ROHINI PRALHAD KATE.

It is certified that I have complied with other legal requirements in this connection.

ROHINI GOVIND JAGADE
Signature (in existing old name)

I, hitherto known as PRAKASH SANGAPPA HOLER son of SANGAPPA HOLER, residing at the At-Post-Kaggod, Tq-Dist-Bijapur, have changed my name and shall hereafter be known as PRAKASH SANGAPPA KAGGOD.

It is certified that I have complied with other legal requirements in this connection.

PRAKASH SANGAPPA HOLER
Signature (in existing old name)

I, hitherto known as SUSHIL SINGH son of Shri ONKAR SINGH employed as Staff Captain 'Q' in the HQ 12 Corps, residing at the 600-SS Enclave, Jodhpur, have changed my name and shall hereafter be known as SUSHIL SINGH PATHANIA.

It is certified that I have complied with other legal requirements in this connection.

SUSHIL SINGH
Signature (in existing old name)

I, hitherto known as NAKTU NARAYAN RAJKUNDALWAR son of NARAYAN RAJKUNDALWAR employed as Lab. (Unskilled), T. No. 279076/UVI-95 in the Ministry of Defence, Ordnance Factory, Chanda (MS), residing at Sumathana (Old), P.O. Sumathana Tah. Bhadravati, Dist. Chandrapur (MS), have changed my name and shall hereafter be known as NATTIU NARAYAN RAJKONDAWAR.

It is certified that I have complied with other legal requirements in this connection.

NAKTU NARAYAN RAJKUNDALWAR
Signature (in existing old name)

I, hitherto known as BECHU RAM son of Shri CHHOTAY LAL, residing at the 6, Rai Sina Road, New Delhi, have changed my name and shall hereafter be known as ADITYA KUMAR.

It is certified that I have complied with other legal requirements in this connection.

BECHU RAM
Signature (in existing old name)

NOTICE OF RESOLUTION FOR VOLUNTARY WINDING UP

PRATA FARM PRODUCTS PVT LTD.,
REGD OFFICE, F-32,
CONNAUGHT PLACE,
New Delhi, 11 June 1990.

NOTICE

Notice is hereby given for general information that the members of the Prata Farm Products Pvt. Ltd., at an Annual General Meeting of the company held on 31st day of May 1990 at its Regd. office have passed the following resolution to wind up the Company voluntarily.

"Resolved that the Company be taken into voluntary liquidation forthwith under the provisions of section 484 (1) (b) of the Companies Act 1956."

"Further resolved that M/s. Mittal & Mehrotra, Chartered Accountants, RJA-23, Rajendar Jaina Apartments, 60/26, Prabhat Marg, New Rohtak Road, New Delhi, be and are hereby appointed as liquidator at one time consolidated remuneration not exceeding Rs. 2000/-."

BY ORDER OF THE BOARD
Sd./- ILLIGIBLE
Director

VIJAI BEOPAR CHAMBER LTD.

5-D, NEW MANDI MUZAFFARNAGAR (U.P.)

BYELAWS FOR POTATO HEDGE CONTRACT

277. Byelaws beginning with 277 to 306 (both inclusive) are Byelaws for Hedge trading in potatoes. All the Byelaws of the chamber shall also be applicable to all the matters connected with Hedge Contracts in potatoes in so far as these matters are not specifically dealt with in the additional Byelaws for Hedge Contracts in potatoes and are not repugnant to the additional byelaws.

278. The trading members, nonmembers, and Brokers registered at present or to be registered in future in the Chamber shall be authorised to work in potatoes contracts too.

279. For the purpose of future trading in potatoes there shall be contract called potatoes 'Hedge Contract'.

280. In respect of "Potatoes Hedge Contract" there shall be three deliveries in a year viz 15th March, 15th July and 15th Oct.

281. The due date of each of the deliveries shall be as follows :—

March	15th March	July	15th July
Oct.	15th Oct.		

282. If the due date happens to fall on a Holiday, then the immediately preceding day shall be taken as the due date.

283. The unit of trading in potatoes Hedge Contract shall be of 4000 Kgs.

284. A (i) Trading for Hedge Contracts, in potatoes for the three deliveries above shall commence in the months indicated as follows against each delivery.

Delivery and commencement month.

15th March	September
15th July	February
15th Oct.	June

284. A (ii) The Board shall fix on each occasion with the prior approval of the Forward Markets Commission the date on which the Hedge trading shall commence for each delivery of the potatoes Hedge Contract.

284. B. Provided further that the Board with the prior approval of the Forward Markets Commission may change the commencement month for any or all of the above deliveries.

285. Delivery and receiving orders shall be issued from 4th to 6th of the delivery month and the Chamber shall send the same to the opposite parties upto the 8th of the delivery month.

285. A. "The buyer shall start taking delivery of goods immediately after the receipt of delivery order on 8th. The delivery period shall be from 8th to 13th of the delivery month. The delivery should be completed within this period. The seller shall start giving delivery of the goods immediately after the receipt of demand notice on the 8th."

286. (a) The following shall be the charges per unit of Hedge Contracts payable to the Company by each buyer and seller on each complete transaction entered into by him.

Brokerage 2/-Rs. per unit

Commission 65 N.P. Per unit

Charity 5 N.P. Per unit

Bhidan charges

Brokerage 2/- Rs. per unit

Commission 15 N.P. per unit

Charity : Charity to be collected as may be requested by the members.

(b) The Board may, with the prior approval of the Forward Markets Commission increase or decrease the charges levied under clause (a) above.

287. The basic variety of potatoes hedge contract shall be B 3797 (Kufri Bahar) potatoes.

288. Potatoes of 'A 2708' (Kufri Chandramukhi) quality may be tendered at a premium of Rs. 10.00 per quintal by the buyer to the seller. Only one quality of potatoes shall be tenderable in one delivery. The mixed quality shall be treated as rejected.

288. A. The Board with the prior approval of the Forward Markets Commission may alter the basic variety and tenderable Quality of potatoes in respect of any delivery before the commencement of delivery

288. B. The Board may vary, for any delivery, the premium on the tenderable variety mentioned in Byo-law 288 above from time to time, subject to the conditions with such variations shall be notified to the trade before the commencement of trading in the respective delivery.

289. The 15th March delivery shall be made of the goods kept in shops and godowns within the Municipal limits of Muzaffarnagar Nagar Palika. 15th July and 15th Oct. Deliveries shall be made at Cold-storages and the goods kept in cold storages only shall be tenderable. In respect of the 15th July and 15th Oct. deliveries the buyer will have the option to retain the goods in cold-storages upto fixed date (31st October) at the cost of the seller. The buyer shall be responsible for expenses of cold-storages charges for the period after 31st October. If the rent of the cold-storages is in arrears and the same has not been paid by the seller, the buyer shall be entitled to deduct the same from the due amount.

290. The bags which shall be used for filling of the potatoes shall be without patches, uniform and without any cut. The bags once used, shall be tenderable. At the time of delivery the weight of the bag at 1 kilo each will be deducted and no cost for the same shall be payable to the seller i.e. the bags shall be free of charges.

291. The buyer shall be entitled to take out 5% of the total bags in the month of delivery period, to decide the question of quality and weight. In case, the seller and buyer are not satisfied regarding weight, the buyer shall take out 5% of the total bags more and the average weight found of all of the 10% bags so taken out shall be acceptable to both of the parties. The survey of quality shall be made out of the first lot, of 5% bags. In case, the buyer does not want to keep the goods in cold-storage after taking delivery, he shall be entitled to get weighment of the entire goods but the decision regarding quality arrived at previously shall be applicable for the entire lot. The weight of goods in each bag will be similar to the entire lot i.e. the difference of more than 2 to 4 kgs. in weight shall not be allowed.

292. Upto 7% Kat (Cut, khobra, more green and more sharp) shall be tenderable without any discount. If more than 7% and upto 15% kat only is tendered, the seller shall get payment of 50% of the quantity which is found more than 7% and the balance shall be treated as discount.

293. Loose, Chura, Jada (spotted) and "Chilla-huwa" shall not be tenderable.

294. The size of tenderable potatoes shall not be less than one inch measured from at least one side. But the goods having small potatoes upto 3% shall be accepted without any discount. Goods having small potatoes more than 3% shall not be tenderable and shall be liable to be rejected.

295. Half kilogram of soil in 40 kgs. will be tenderable without any discount. Goods having more soil in proportion of half kg. in 40 kgs. upto 2½ kgs. only may be tenderable but the soil found more than the proportion of half kg. in 40 kgs. shall not be paid. The goods having more soil than 2½ kgs. per 40 kgs. will not be tenderable and shall be liable to be rejected.

296. Rotten, Tharra (damaged but dry) can be tendered and acceptable without any discount upto 1 kilo in 40 kgs. If the proportion of Rotten, Tharra (damaged but dry) is more than 1 kg in 40 kgs. the same shall not be tenderable and will be liable to be rejected.

297. A panel of Surveyors and Appellant Survey Committee shall be constituted out of the potatoes dealers and in case of any dispute regarding delivery, the decision of the Surveyors or the Appellant Survey Committee, as the case may be, regarding quality shall be final and binding on both the parties.

298. The 15th July and 15th Oct. deliveries of the goods under the potatoes Hedge Contract will be made from cold-storages situated at Muzaffarnagar. The cold-storages situated within a radius of 10 kilometres from the boundaries of Muzaffarnagar, Nagar, Palika shall be treated to be situated at Muzaffarnagar. In case, any person issues receiving order and asks for delivery, the goods can also be delivered at the stations mentioned below and the cold storages situated within 10 Kilometres of the delivery centres will be treated to be situated at the delivery Centres. The rules and regulations

regarding quality of goods and mode of delivery will be in accordance to these bye-laws. The seller will pay the transportation charges at the rate shown against the Stations :-

Name of the Stations and Transportation charges.

1. Shamli. Rs. 1-50 per 40 kgs.
2. Khatauli Rs. 1-00 per 40 kgs
3. Jansath Rs. 1-00 per 40 Kgs.
4. Saharanpur Rs. 2-00 per 40 Kgs.

Provided that the Board may, with the concurrence of the Commission, modify the schedule of outstation delivery centres in respect of any delivery of hedge contract in potatoes before commencement of trading in the same.

299. The Bye-laws regarding delivery orders and demand notices shall also apply to the delivery orders issued for delivery at the out station Centres prescribed under the Bye-laws.

300. If the goods are delivered at out station Centres the sellers shall pay to the buyer the expenses mentioned in Bye-law above.

301. (a)(i) If the seller had issued the delivery order, but had failed to give the delivery of the goods for whatever reason, then the seller shall pay a penalty of Rs. 4/- per 40 kg. (Rs. 10/- per 100 kgs) to the buyer.

(ii) If the seller had issued the delivery order and had tendered the goods against it, but the goods were rejected in survey, then the seller shall pay a penalty of Rs. 4/- per 40 kgs (Rs. 10/- per 100 kgs.) to the buyer.

(iii) If the seller, holding an outstanding sales position during the delivery period, had not issued the delivery order, but had agreed or was prevailed upon by the Chamber to give the delivery of the goods to a buyer (who had issued or not issued the demand notice), but had failed to give the delivery of the goods, then the seller shall pay a penalty of Re. 1/- per 40 kgs. (Rs. 2.50 per 100 kgs.) to the buyer.

(b) If the seller or his agent does not give the delivery of the goods as indicated in (a) above, then the buyer or his agent shall apply in writing within 24 hours to the office of the Chamber regarding the same. On receipt of such application, an officer of the Chamber accompanied by the buyer or his representative shall go and enquire whether the goods against the delivery order in question or the oral commitment as indicated in clause (a)(iii), above are lying with the seller or his agent. At the time of such enquiry, the seller or his representative or his agent, who may be present, shall have to point out the goods. Previous intimation in such enquiry shall be given to the seller or his agent. The officer shall go for such inquiry between 11 A.M. and 5 P.M. If the officer is satisfied that the seller has not sufficient goods to tender against the delivery order in question or the oral commitment as indicated in clause (a)(iii) above, he will give a certificate to the buyer for such insufficient goods, and the seller shall pay the difference between the rate of the delivery order and the due date rate. This is in addition to the penalty required to be paid by the seller to the buyer as indicated in clause (a) above. In case the difference between the rate of the delivery order and the due date rate is in favour of the seller, the seller is not entitled to ask for the same".

302. In case of demand of goods, the goods at outstations shall be tenderable. If the seller delivers goods, it shall be delivered of Muzaffarnagar proper.

303. On the due date for Hedge contract, the due date rate shall be fixed by the Board on the basis of spot rate at Muzaffarnagar for basic variety, taking into consideration the spot prices prevailing at the delivery centres and transport charges thereon mentioned in Bye-law 298 and after taking into account other relevant circumstances which they may, in their discretion deem fit. However, in case, the maximum and/or minimum rate or rates are fixed and such rate or rates are operative on due date, then the due date rate shall not be higher than the maximum rate and/or lower than the minimum rates. The due date rate shall also be subject to the conditions, if any, applicable to the contract under bye-law 217A.

304. No member shall enter into fresh contracts except for the purpose of squaring up outstanding open position, after the last date of issue of delivery order and demand notice.

305. In case, the weight of goods delivered is less or more, the difference shall be payable at the closing rate of that date.

306. (a)(i) If the buyer had issued the demand notice, but had failed to take the delivery of the goods for whatever reason, then the buyer shall pay penalty of Rs. 4/- per 40 kgs. (Rs. 10/- per 100 kgs.) to the seller.

(ii) If the buyer had issued the demand notice and the goods tendered against it by the seller were approved in Survey, but the buyer had not taken or refused to take the delivery of the goods, then the buyer shall pay a penalty of Rs. 4/- per 40 kgs. (Rs. 10/- per 100 kgs.) to the seller.

(iii) If the buyer, holding an outstanding purchase position during the delivery period, had not issued demand notice, but had agreed or was prevailed upon by the Chamber to take delivery of the goods from a seller (who had issued or not issued the delivery order), but had failed to take the delivery of the goods, then the buyer shall pay a penalty of Re. 1/- per 40 kg. Rs. 2.50 per 100 kg. to the seller.

(b) If the buyer does not take the delivery of the goods against the demand notice in question or the oral commitment as indicated in (a) (iii) above, then the seller shall make an application on the next day thereafter in writing to the Chamber with the details of the goods etc. On receipt of such application from the seller, the Chamber shall immediately notify to the buyer of the same and in the absence of a satisfactory reply within 24 hours there of the Chamber shall intimate to the seller that he (seller) would be entitled to sell the goods in the open market on account of and at the risk of the buyer. Such sale by the seller shall be done in the presence of an officer of the Chamber. In selling the goods on account of and at the risk of the buyer if the seller makes any profit, the buyer shall not be entitled to receive the same from the seller. This is in addition to the penalty that the buyer is required to pay to the seller as indicated in clause (a) above. But if there be any loss to the seller, he shall be entitled to cover the same from the buyer as also the expenses incurred for the sale, in addition to the aforesaid penalty.

Sd./- ILLIGIBLE

Secretary

For Vijai Beegar Chamber Ltd.